the Clerks in the office of the Clerk of the Court thousand twe handred and siny declara-the Checks in the office of the Secretary's office, centil deliars, or soft the Creaks in the Comptroller's office (notallies or soft the Creaks in the office), clearen thousand deliars, rise of the Creaks in the office of the Superintendent of struction, two thousand deliars.

es of the Clerks in the State Engineer and Surveyor's

Agricultural Museum, topsirs, containg, tost, gas, said eight hundred collars, persastion of the kept of the Hall for the State and Hustory, &c., seven hundred delicas.

set and instruction of two hundred and twenty pupils, thirty-tre thereauf deliars, profiled, that number of popils stail as been supported and instructed in said institution for the en-ery are next proceding, or a proportionate amount thereof for a manufact of popils, which fact shall be proved by the eath of the Principal effect of said institution. For the Reservice of the new York institution for the Blind, for the support distruction of one bundred and eighty pupils, twenty-accord second deliars, provided, that number or pupils shall have been specified and instructed in said institution for the entire year at preceding, or a proportionate amount thereof for a less num-ter pupils, which fact shall be proved by the oath of the princi-nation of the House of Rafuge of Western New-York, twenty-five-ment deliars.

said dollars.

the Ricci Asylom, different bousand dollars.

the Scotlety for the Reformation of Javenile Delinquents in its Scotlety for the Reformation of Javenile Delinquents in itsy of New York, twenty-four thousand dollars.

Incidental expenses attending Indian affairs, five hundred it pay of attorney of the Senera Indiana, one bundred and

paonass. Supply of the agent of the St. Regis Indians, seventy dollars. Supply of the agent of the Onesdaga Indiana, one hundre Mrs. for pay of the agent of the Onendaga Indians on the Allegany Gatarangus reservations, one hundred and fifty dollars. for expenses of removing intruders on Indian lands, two hun-

debute.

It fees of County Clerks, twenty five dollars, we be not Surrogates, twesty five dollars, when of Surrogates, twesty five dollars, was suppressed to James Minor, early dollars, tangents of Counte Martie, five hundred dollars, restaurant of milts, fees of should, and witnesses in suits prosedure dollars, and the first defended by the Attorney General, as may thestee and distursements by the Attorney General, as may thestee by law, four thousand dollars, comment employed to assist the Attorney-General, three and five hundred dollars.

The of the Counties insers to examine the accounts of the time, and of the Caral and Busking Departments, one of the bundred dollars.

one, and of the carrier of the control of the bundred dollars, refuncing money in cases of failure of title to lands sold by see, five hundred dollars.

Levi S. Backus, for furnishing the "Radii" to the deaf and jersons in this Sinte, three fundred dollars.

Intribing reports of the Gourt of App as and the Supreme to other States, two hundred and inty dollars, transportation of the Season Laws, journals and docuted the Legislature, reports, and the expenses of boxes, thousand of the control of the Season Laws, journals and docuted the Legislature, reports, and the expenses of boxes,

these fit expenses of furnishing copies of laws by the Secretary of under the County Tressurers, for publication, one hundred and

Air, city of the Superintendent of the Banking Department, a mocontineral expenses, twenty eight is orand dollars, spenses of the Onendaga salt springs, thirty live thou-

sevences to County Transvers on account of non-residen-eturned to the Comptreller's office, twenty five thousand

dending to putchasers moneys paid into the Treesury for one of large sold for taker, twenty thousand dollars. further erreteous payanots into the Treesury, on schars, the thousand dollars. fusing money paid into the Treesury through mistake, and dollars. at of claims on land owned or sold by the

of Steriffs for transmitting reports of convictions by if Special Sessions, to the Secretary of State, one hases, importantion of the Kerper of "Washington's Head one hundred dollars.

one innoted dollars, interesting the innoted money received for taxes for opening and imite, four thousand dollars, set on State stock issued on account of the Albany hits thousand ska hundred and twenty-sine dollars. gnt cents.

ton Comptroller's bonds based to create the school of for the benefit of the Stockbridge Indians, two

to histories an Comptroller's bunds issued to create the school sets fined for the bunefit of the Stockbridge Indians, two said the hundred and slaty dollars, and the hundred and slaty dollars, see that the hundred and forty-sine. For extraordinary repairs and photocast of the Canals, three thousand dollars, therees to the Country Count loan of two kundred thousand and forty one, twelve thousand dollars, and the state of the country of the substantial state of eighthests and and my one, twelve thousand dollars, as the interest of six millions, four hundred and dixty-nine state, six hundred and they seven cents. The amount of the general fined debt chargeable upon the state from the chains found the chains found the chains of the state of the substantial framework the sunch as the country of the state of the state

the interperated Orphan Asylume in this State, except the

side of maintrined and supported wholly, during the year imme-sive processes to the making of their several repure, by each them, which face shall be proved by the testimony on eath of principal officer of the Asylum, the same of threy thousand lare, but, so Asylum shall receive over four thousand dollars. For the everal Hospitals in this State, other than those in the try Asy Weak, but imbuffing the Women's Hospital in said by Asylum shall receive over four thousand dollars, or of the lare of eighteen hundred and fifty one, the run of teen thousand dollars, to be divided among the several Hospital in proportion to the number of patients extually treated and cupying hade in the said Massitals, during the year ending the tritich day of September, eighteen hundred and fifty eight established by returns unde upon oath, as specified in said act, filate Asylum for widows and lying in women and foundalings, thousand dollars.

Buffalo Asylum, for widows and sing in women and foodulities, one thousand dollars.

For the Themsa Asylum, for orphan and document in the form of one thousand dollars, payable quarterly provided ratificatory evidence is farmanded to the Comprehent that said institution has corpured and educated at least fifty Indian children during the quarter preceding the payment, or in the same proportion for a less numbers, but the said Asylum shall receive no portion of the same and the same proportion of the same.

For the New York Eye and Har Indianay, one thousand dollars.

For the Albert Eye and Ear Internaty, five hundred dollars, For the New York Bispensary, one thousand dollars. For the New York Bispensary, the Eastern Obspensary, the Delta Bispensary, and the New oak Internacy for Women and Children, all in the City of New orts, seven but deed and fifty dollars each.

For the Buffalo City Dispensary, seven hundred and fifty dollars.

allroad Cempaty, fourteen thousand four hundred and expert, a dollars and fifty central, issued to the Canajoharie and Case. For interest on State stock issued to the Canajoharie and Case. For interest on State stock issued to the Hudson and Berkehltz fairead Campany, eight thousand two hundred and firly dollars. For interest on Comptroller's bonds issued to discharge the same of the Canal Fund upon the General Fund, twenty-three housand case hundred collars. For interest an Camparoller's bonds issued for loops to the For interest an Camparoller's bonds issued for loops to the freezenty, fifty-six thousand two hundred and seventy-inter collinearity, fifty-six thousand two hundred and seventy-inter collinearity, fifty-six thousand two hundred and seventy-inter collinearity.

to cents, ion of State stock issued to the New-York and Ed

PAYABLE FROM THE SCHOOL FUND.

For dividends to common schools, including the salaries comby School Commissioners, one hand ed and fifty av-

PAYABLE FROM THE UNITED STATES DEPOSIT

FUND. For dividends to Common Schools, one handred and sixty fix and deliars.

dividends in Academies, twenty-sight thousand dollars.

smeaths to be added to the capital of the School Food

free theursid deliars.

seanding meany errors cousty paid into the Treasury, fix

deliars.

organisms of lands, two numbered dollars. The support of the State Normal School, twelve to:

PAYABLE FROM THE BANK FUND.

The collars and eighty-two cents.

CHAPTER CCCXXXIV.—An Act in relation to the jurisdiction of the Manne and District Courts of the City of New-York, and in relation to the proceedings in certain actions therein. Phased April 17, 1850, three-fifths being present.

The people of the State of New-York prepresented in Senate and Assembly, do enact as follows: Section 1. The District Courts of the City of New-York all hereafter have no unrelied the actions against the Mayor, Aldermen and Commonally of the City of New-York and the reaffer have no purplediction in actions against the Mayor, Aldermen and Commonally of the City of New-York in which the amount caimed by the plaintiff shall exceed two hundred dollars.

2.3. The service of a notice of appeal to the General Term of the said Marine Court by the said the Mayor, Aldermen and Common and Common and Court, or the City and Court of Common Pleas for the City and Court of Term of said Marine Court, in an action in which the said the Mayor, Aldermen and Commonality of the City of New-York from a pulgment rendered by the said General Term of said Marine Court, in an action in which the said the Mayor, Aldermen and Commonality of the City of New-York shall be a party, shall operate as a size of all proceedings against the said the Mayor, Aldermen and Commonality of the City of New-York shall be a party, a dormen and Commonality of the City of New-York is all the Mayor, Aldermen and Commonality of the City of New-York is all the Mayor, Aldermen and Commonality of the City of New-York is all the Mayor, Aldermen and Commonality of the City of New-York is all the Mayor, Aldermen and Commonality of the City of New-York is all the Mayor, Aldermen and Commonality of the City of New-York is all the Mayor, Aldermen and Commonality of the City of New-York is all the Mayor, Aldermen and Commonality of the City of New-York is all the Mayor, Aldermen and Commonality of the City of New-York is all the Mayor, Aldermen and Commonality of the City of New-York is all the Mayor, Alderme

Cut of the City of New-York, against the said the Mayor. Alternon and Commonanty of the City of New-York, a copy of the summons and complaint therein shall be personally served upon the Mayor, or the exting Mayor of said city, and in addition therete a copy of such summons and complaint shall be served on the Counsel to the Corporation in said city, at his office, by leaving the same with said counse in person, or with a present having charge of his said colined in person, or with a person having charge of his said office during his absence; and no action in the said Court against the said the Mayor, Aldermen and Commonanty of the City of New-York, shall be decumed to be commenced until such service shall have been made as aforesaid.

§ 6. The second subdivision of the third section of chapter three hundred and forty four, of the laws of elablest hundred and fifty served is hereby amended as at to read as follows: "In an action upon the charter, ordinance or by law of the Corporation of the City of New-York, or a statute of this State, where the penaty shall not exceed two hundred and fifty dollats."

In This act shall take effect immediately.

THE GREAT WONDER OF THE NINE-TEENTH CENTURY.

HAIR RESTORATIVE. Save the St. Louis (Mo.) Democrat: Below we publish a lett

Says the St. Louis (Mo.) Democrat: Below we publish a letter to Dr. Wood of this city from a gentleman in Maine, which speaks glowingly of the superior merits of his hair tonio. Such evidence must have its effect, when coming from a reliable source. It certificates are guarantees of truth, the Doctor needs no encomisms nor uncless puttery from the press.

Prof. O. J. Wood & Co.—Gentlemen: Having my attention salled a few months since to the highly beneficial effects of your Hair Restorative. I was induced to make an application of it upon my own hair, which had become quite gray, probably one third white, my whitkers were of the same character. Some three months since I procured a bottle of your Hair Restorative, and used it. I seem found it was proving what I had wished. I used it about twice a week. I have show procured another bottle, of which I have used some. I can now certify to the world that the gray or white heir has totally disappeared, both on my head and face, and my hair has resumed its natural color, and I believe must soft and gloosy timn it has been before for twenty-five years. I am now sarty years lam now sarty years old; my good whe, as the age of fifty two, I study if with the same effect.

The above notice I deem due to you for your valuable discovery. I am assured that wherever will rightly use it, as per directions, will not have occasion to contradict my statements. I am

The above Lottee I decid une to you the above Lottee I decid une to you have a samed that whoever will rightly use it, as per directions, will not have occasion to contradict my statements. I am a citizen of this city, and a readent here for the last fifteen years, and am known to nearly every one here and in the adjoining lowns. Any use you may make of the above, with my name at tacked, is at your secrete, as I wish to preserve the beauties of nature in others as well as myself. I now thinly yours.

WOOD S HAIR RESTORATIVE.

Baltimore, Jan. 23, 1836.

Frof Wood—Dear Sir. Having had the misfortune to lose the best portion of my hair from the effects of yellow fever in New-Oreans in 1836, I was induced to make a trial of your preparation, and found it to answer as the very thing needed. My hair is now thick and glossy, and no words can express my obligations to you in giving to the afflicted sone a tressure.

Finlery Johnson.

to you in giving to the afflicted such a treatment.

Finley Johnson.

The undersigned, the Rev. J. K. Bragg, is a minister in regular starting, and paster of the Outhodox Church at Brookniel, Mass. He is a gentleman of great influence, and universally belowed.

WM. DYER.

Brookniel, Mass. Jan. 12, 1859.

Prof. Wooth—Dear Sir: Having made a trial of your Hair Restorative, it gives me pleasure to say that its effect has been excellent in removing inflammation, dandruff, and a constant tendency to tiching with which I have been troubled from my children, the day of the unique of the control my hair, which was been ming gray to its unique of control of the control of the article with anything like the same pleasure and profit. Yours truly.

J. K. BRAGG.

The RESTORATIVE is put up in bottles of three sizes, viz., large, medium and small; the small holds half a put, and retails for \$1 per better the medium holds at least 20 per cent more in proportion than the small, and retails for \$2 per bottle, the large holds a quart, 40 per cent more in proportion, and retails for \$3 per bottle.

O. J. WOOD & Co., Proprietors, No 312 Breadway, New. York, (in the great N. Y. Wire Railing Establishment), and No. 118 Markets, \$1. Louds, Mo.; and sold by all good Druggles and Fancy Goods Dealers.

The Man Shils—The workingmen of the City of Wilmington, Del., belonging to the People's party, have organized themselves into a political esoiety bearing the appellation of the "Mad Sill Club." A fire cocurred at Chicago on Eridsy last, which is stroyed several wooden buildings on South Class street. Loss artimated at \$25,000.

New York Daily Tribune

PUBLIC MEETINGS.

COMMISSIONERS OF HEALTH.

The Commissioners met yesterday afternoon. The Health Officer reported the arrival of the steamers Alabama and Huntsville, from Savannah. He said that it had been indirectly reported to him, within the past ten days, that yellow fever was prevailing to a slight extent at Savannah; that he had taken pains to ascertain the truth of these reports, but that he had obtained nothing definite in relation thereto till the receipt of the following letter and bull of health from the Health Officer of Savannah, which he submitted to the Board:

ceipt of the following letter and bill of health from the Health Officer of Savannah, which he submitted to the Board:

Dras Six: I have learned that the ship Spartling Wave, that iteentily put into your port, having cases of yellow fever on board, was reported as from Savannah, Ga. The facts of the case than thus: The Speckling Wave was represented to me as lying off Tyber Light, It miles from this city with the loss of the two mates and one scanan, on her wayare from Matanas to Liverpool, and in need of needlash assistance.

On visiting her I found no case of fever on board, ship clean and crew perfectly healthy. She was fomicated with chiefman, and remained at her archorage from the tich July until the 23d of the same month. The instinctivist I puld her wave on the 23d July, at wish time all the crew were well, and the captain stated as would leave the wext day for Liverpool.

This vessel was at no time within eighteen miles of the city, and I am under the impression that her drait of water would have prevented her coming up to our wharves, had she been at liberty to do so. Yours, respectfully.

To Dr. R. H. THOMPSON, Health Officer Port of New York.

P. S.—The health of our city was never better. In our last report there was not a death reported of fever of any kind. Smould the yellow fever oppear among us, which I do not anticipate, the information shalt be promptly communicated to you.

Yours,

The bill of health which was submitted with the foregoing letter was signed by the Mayor of Savannah, and fully corroborates the statements of the same in relation to the sanitary condition of Savannah. Dr. Thompson said, in view of the statements contained in the letter and bill of health, the steamers also made in the letter and bill of health, the steamers also made in the letter and bill of health, the steamers also made in the letter and bill of health, the steamers also made in the letter and bill of health, the steamers also made in the letter and bill of health, the steamers also made in declarate. Proventi

Dr. Rockwell reported to the Board that be visited the case of lever reported by Dr. Anderson on Friday last, as existing at No. 16 Greenwich street; that he had seen the case sevaral times since; that he had seen the patient to day; that she was fairly convaled in Thursday last; that such statement was not correct; that while he was Health Officer he had seen very many cases of yellow fever; that he was more than sarguine that the case was not one of yellow fever; that he could not imagine how a mistake as to the black vomit could be made in this case, unless it arcse from the fact that the patient for a year past had been subject to bleeding from the lungs; and that the been subject to bleeding from the lungs; and that the disease in this case had been undoubted billous fever.

A communication was received in relation to garbage at No. 80 Spring street. Referred to City Inspector. Ship Competitor asked to come to the Upper Quarantine, to the charge ballast and take in cargo for sea. Referred to Health Odlicer, with power.

Brig Wingeld asked to proceed to Hauter's Point. Tabled. Steamer Memphis, from Charleston. Take the course of other steamers from that port.
Ship Atmorial, asked to proceed. Denied. The
Health Officer said many cases of fever had been taken

BROOKLYN BOARD OF HEALTH.

The Board met in the Health Officer's Room, City
Hall, yeaterday, Mayor Pownill in the Chair.

A large number of nuisances, such as sunken lots
filled with stagnant water, and cellars emitting bad
odors, Ac., all of which were appropriately referred.

The report of the Health Officer shows that 57 nuitees were attended to during the precading week.

The report of the Health Officer shows that of nusances were attended to during the preceding week.

The Health Officer made complaint of the Brooklyn City Railroad Company, who refused to clean out the gutters under their tracks, thus maintaining offensive nuisances in different parts of the city.

A resolution was adopted notifying the Company that if they did not comply with the directions of the Board within one week, they would be prosecuted.

The Health Wardens were directed to render their actions, reports hereafter to Dr. Koyd, the Health

The Health Wardens were directed to render their senitary reports hereafter to Dr. Boyd, the Health Officer.

A resolution was adopted notifying the proprietors of the bone builting establishments in the North Ward who have commenced operations since January, 1855, to discontinue their business forthwith, or they will be prosecuted for a violation of the ordinances.

Another resolution was passed forbidding the erection of bone-boiling establishments within the city limits hereafter.

Several bills were passed, and the Board adjourned for one week.

COMMISSIONERS OF EMIGRATION The Board held a meeting yesterday afternoon, GLLIAN C. VERPLANCE in the chair. The following resolution was offered, and by consent it was referred to the Committee on the Marine Hos-

the number of inmates at the various institutions, a

Number of emigrants arrived since to	Aug.	25	1,50
Total			52,96
	456.	1857.	1856
Number of inmates in Institutions at Ward's Island	1:001	1,280	1,00
Number of inmates in Marine Hospital.	,115	156	11
Total	-	1,446	1,47
Salance in bank Jan. 1 1859			32,155 1

The Board then adjourned.

LAW INTELLIGENCE.

SUPREME COURT-CHAMBERS-Aug. 25.—Before Judge CLERKE.—DECISIONS. Adolphus Ranney agt. Henry E. Morril.—Motion enied, with \$5 costs. William M. Peyton. Mo-william Habirshaw agt. William M. Peyton. Mo-on denied, with \$5 costs. MANDAMUS AGAINST SUPERVISORS.

An application was made by the Commissioners of Record for a mandamus to be issued to the Board of Supervisors, compelling them to insert the sum of \$300,000 in the tax levy for the use of the Commission, instead of \$50,080 granted by the Board.

HABEAS CORPGS CASE.

Martin Kearney, who was committed by the Coro ner for the alleged murder of Policeman Sanger, who died a few days ago, applied for a writ of habeas corpus to be directed to the keeper of the City Prison, where Kearrey is now confined. The petitioner alleges that he has already been tried for the offense, and had served a term of imprisonment- therefor, and that he believed he could not again be put in jeopardy.

SUPREME COURT—Aug. 24—Before Judge ISGRAHAM.
David Barks, it., et al., vs. Oliver Banks and others.
The plaintiffs in this action ask for an injunction restraining the defendants, Barbour and Davison, from publishing and selling the manuscript reports of the decisions of the Supreme Court, and that they also be re-

cisions of the Supreme Court, and that they also be re-strained from publishing or veeding any printed opies of any manuscript reports of such decisions.

It appears from the pleadings that the defendant, Barbour, in 1847, made a contract with the firm of Gould, Banks & Gould, whereby Barbour, for a con-sideration to be paid to him, agreed to furnish to the said firm reports in menuscript of such of the decisions of the Supreme Court as he should deem proper for publication, and as should be received by him from the Judges of the Court for that purpose, so long as he should receive from the said Judges a sufficient number of opinious suitable to be reported, and should he should receive from the said Judges a sufficient number of opinions suitable to be reported, and should be furnished with the necessary facilities by the said Judges to enable him to report their decisions, and that he would superintend the printing and the proofs; that the copyright should belong to the firm; and this he would do any legal act necessary to carry the contract into effect.

Under this contract the parties have acted in the publication of the 24 volumes of Repurts which have heretofore been published.

It also appears that since the making of the contract two of the plantiffs, in 1801, because members of the

firm of Gould, Banks & Gould, when the name was changed to Banks, Gould & Co., in New-York, and Gould, Banks & Co., in Albany; that thereupon the books, copyrights and contracts were transferred to the new firm, and the publication of the late volumes was continued by that firm; that in December, 1857, the original members of the firm, David Banks, Wm. Gould and Anthony Gould, windrew from the firm, and the remaining plantiff was taken into the firm as a partner, and the name of the firm was changed to Banks & Brothers, to which firm all the capyrights and contracts were baneferred, including the putrant with Banbaur, and notice of such transfer was given to Barkeur.

It is further alleged that Barbour has prepared and

It is further alleged that Barbour has prepared and

It is further alleged that Barbour has prepared and caused to be printed by Davisen the 25th volume of such Reports, and was about to sell the same to the pisist. If a highery.

The answers of the defendants show that the defendant Barbour made his contract with David Banks, Willism and Anthony Gould, and that it making the contract he relied upon their personal off its and influence, experience and reputation, and that this formed the principal moving consideration to make the contract with him. It denies knowledge or belief as to the admission of any of the plaintiffs into the firm in 1851, or of any transfer to them.

The defendants also dony any knowledge or information as to their interest in the contract, or that the contract had been transferred to any one until January, 1858, when Barbour received a circular from the new firm of Banks & Buothers.

The defendant Barbour claims that his contract was only made with the old firm, and that the plaintiffs have no light to such contract, but that it has cented and terminated; that the contract was one requiring the personal efforts and services of the members of the former firm, and that the same could not be transferred to the plaintiffs.

former firm, and that the same could not be transfer-red to the plaintiff.

Affidavits were also submitted, stating other matters Allicavite were also submitted, stating other matters relating to the dealings between the parties, and the affidavit of Little states that he purchased the copyright from Barbour, and paid for it, without any knowledge that the plaintiffs had any right or claim to the contract; that he has taken out a copyright of the volume, has published the said 25th volume, and has the same practy for rale.

the same ready for sale.

The question which arises as to the right of the plaintiffs to erforce this contract, or whether, if they could,
this contract is to be considered a permanent contract,
without any termination other than the refusal of the

without any termination other than the reluxal of the Judges to furnish their opinions therefor, are not necessarily to be decided for the disposition of this motion. The contract is a personal contract with the members of the firm of Banks, Gould & Co., of New York, and Gould, Banks & Gould of Albany, and provides for a copyright to be taken out by them or their assigns; angree to psy for each volume a certain amount. The origation on the part of the assigns of the tirm to pay for the volumes as published by them, would seem to imply the right to assign the contract as a prerequisite to the obligation on the part of the assigns of the tirm. prerequisite to the obligation on the part of the as-signs of the arm to pay for any volumes delivered

under it.
In regard to the 25th volume of the Reports, there are, however, other reasons which induce me to re-fuse any injunction to restrain the sale of that volume: First: The deferdant, Little, has purchased and First: The deferdant, Little, has purchased and paid for the volume without knowledge of any right or claim on the part of the plaintiffs to the same. If Barbour has seen fit to violate the contract and has disposed of the volume to Little, he is responsible in damages, and the plaintiffs have no other remedy as to that volume than an action; therefore, when a contract is made to sell personal property, or do work for another, and the party chooses to sell such property to a third person, without notice of the claim, the breach of the contract gives no right to the party injured to follow that property in the hands of an innocent purchaser.

jured to follow that property in the hands of an innocent purchaser.

Second: The damages to be sustained by the
plaintiffs, if they are entitled to the contract, can
easily be secretained in an action for such damages.

The number of the cition published, the value of
each column, and the profits to be made from the sale
sre mere matters of calculation, and there is no need of
an injunction to prevent serious or irreparable injury
to the plaintiffs.

The code undoubledly has used terms in regard to
this writ which, literally construed, have extended it
to many cases in which it had not been previously
used, but in a case of mere breach of contract, easily
acceptained, and for which an ample remedy exists by

used, but in a case of mere breach of contract, casaly accertained, and for which an ample remedy exists by action, I see no propriety in resorting to it. Such an extension of the writ I caunot consider was ever intended by the Legislature, and caution in the granting of rigurctions is called for, rather than any further addition to the cases in which it may be used.

Third: It would be unadvisable, unless necessary for the protection of the plaintiffs, to delay by an injunction the sale of a work which is required tor the public use, and in which the public are interested. To delay the publication until the trial of this case would provide the protection of the providence of the public and a very to the province of the case would prove the public to the inconvenience of the public and more than a year, to the inconvenience of Churts and

more than a year, to the inconvenience of Courts and suitors. For these reasons I am of the opinion that the motion for the injunction as to the tweaty-fifth volume of the Reports should be dened.

There is nothing in the complaint to show that the defendants contemplate publishing any other volume, or that the defendants Barbour or Luttle axve any interest in, contection with, or control over, any other manuscripts or volumes of reports except the twen youth volume before referred to. There is, therefore, no grounds for an injunction as to any other publishments.

Motion for an injunction is denied. The defendants' costs (\$10) to abide event.

Before Judge CLERKE.

This was a case for an application to discharge the defendant from an order of arrest. The facts in the case, as stated in the plaintiff's affiliavit, were that on the distinct of April, 1857, defendant applied to him for a least the facts. case, as stated in the plaintin's aim law, were that of the defin of April, 1857, defendant applied to him for a lean of \$000, and to induce plaintiff to lend the morey represented that he was the owner of 1,000 shares at \$100 each of the Stockbridge and Pittsfield Railroad Company, which he would transfer to the plaintiff as collsteral security for the loan; deponant then gave a check for the amount to Bulkley who presented to be in a great hurry and that he could not tended to be in a great hurry and that he could not then transfer said stock; that a few days after Bulk then transfer esid stock; that a few days after Bulkley represented that he was perfectly responsible and
that there was no occasion for the transfer of the
stock; that on the 6th of May, 1857, defendant obtained a further loan of \$150 for eight days from deponent by representing that he was also the owner
of 100 shares of \$100 each, in the Rutland and
Whitehall Railroad Company, which, as he stated,
were good dividend paying stocks, and at par in the
stock market. On the faith of these representations,
depotent gave him the \$150, and extended the time to
pay the \$600 for some days. At that time defendant
also represented that the stocks of the Stockbridge and
Pittsfield R. R. C. Company were at par in the market,
and perfectly good, and deponent, relying on the truth
of Mr. B.'s statement, did not press for the transfer of
the stock, as promised by defendant. That the stock
is not worth as much as represented, neither had it
been for a long time pravious to esid representations.
Deponent also states that some time in May, 1857, deponent had employed defendant, who is an attorney
at law, to collect a claim against one John Mowatt,
and that Bulkley collected the sum of \$40 thereon,
which he refuses to pay over. Defendant applied for
his discharge, on the ground of the original atilday;
not being sufficient to warrant the order. His Honor
this morning denied the motion in the following
opinion:

Atthough the facts are not detailed with as much ley represented that he was perfectly responsible and that there was no occasion for the transfer of the

opinion: Although the facts are not detailed with as much particularity and in as precise order as I deem desirable, yet I think now, as I first thought, that enough is shown in the affidavit to enable ms to infer a deliberate design on the part of the defendant to defraud the plaintiff, from the beginning. His manner and the plaintiff, from the beginning. His manner and concuct, at the time of obtaining the first loan, stated conduct, at the time of obtaining the first loan, stated in the plaintiff's affidavit, taken in connection with his subsequent conduct, and particularly the nonfulfillment of his promise shows that design. Not that the breach of premise of itself recessarily is indicative of frand, or could alone lay the foundation for an order of arrest: but, following indications of a dishonest purpose in contracting the debt, this breach of promise strongly corroborctes my belief that the defendant never intended to deliver the stock, and that his rep-

resentations respecting it were false.

But, it is contended, even supposing the defendant did not act fairly with regard to the first loan, that the plaintiff waived his objection, and his right to the the plaintiff waived his objection, and his right to the stock as a security, by entering into a new arrangement with the defendant when he obtained the second lear—the lean for \$150. The answer to this, however, is, that on this second occasion the same indications of a fraudulent intent are manifested by his conduct at the time, and by his subsequent failure to perform his promise to transfer the stock; and if, under such circumstances, the plaintiff waived any of his rights, he is not bound by the waiver, for fraud viti stess that the second of the seco he is not bound by the waiver, for fraud vitiates everything. I can scarcely admit that the defendant's second fraud can have the effect of exorerating him-from the consequences of the first. Two wrongs can never make a right.

from the consequences of the stack. Which the defaulnever make a right.

After tailing to deliver the stock, which the defaulant promised to give as security for the first loan, he
made various additional representations to the plaintiff;
among others, that he was a man of considerable property and perfectly responsible for the amount, and that
the stock was much more valuable than it really was;
in consequence of these representations the second
loan was made, and the same result followed—an entire failure to give security or to pay the money. If,
therefore, I am to believe the plaintiff, I must conclude that the defendant has justly expected humself to
the imputation of a fraudulent intent in this transtion. It shows that throughout the whole transaction,
the conduct of the defendant was not that of an increatherewer.

borrower.
Motion denied with \$10 costs.

COURT OF SPECIAL SESSIONS AND 23 - Before Justime M ball pass on the calcular convenience, 7, 221
Daniel Danaby, assault and battery. Fined \$25.
Jecob Frey, assault and battery. Fined \$6.0.
Mary Gallagher, assault and battery. Fined \$5.0.
George Hanna, assault and battery. Funed \$5.
Timothy Harison, assault and battery. The d \$1.0.
Mary Gallagher, assault and battery. Judgment suspended.
Margaret Johnson, assault and battery. Judgment suspended.

GAMBLING ON THE MISSISSIPPI.

We are told that gambling prevails to a fearful ex-tent on board the steamboats that pass up and down the Mirebeippi River. All sorts of games are prac-ticed there, and among these who travel are some of the most plausible and fusioned rogues. A short kan-since a party of bla kings induced saveral returned Californians to venture a few numbered dellars upon the changes of the cards or the duc, and at the end of

the most plausible and binsined rog use. A sort and since a party of bla hings induced several returned Californians to venture a few hundred dellurs upon the changes of the cards or the dec, and at the end of it or game the Californians discovered that three cumerfeit bills, for \$50 each, had been passed off upon them. They immediately demanded good money in exchange. This was refused for a time, as the blacklege pretonded that they had none. They were then given to understand that, unless they rectified the franch immediately, they would be forced to take their chance for the highs at the vory next uninhabited laked that the best should reach. Finding the alternative rather serious, they reluctantly made the exchange domanded, and endeavoured to conciliate the Californiars by inviting them to drink. The same knaves a day or two betwee contrived to win \$1900 from a very young merchant of Liuisians, who was on his way North to buy goods.

Gambling on the Mississippi is a profession which is followed by hundreds, old as well as young. All sorts of combinations are farmed by these gentry. They will come on board a boat from different points, and as apparent strangers, and after getting acquainted with the various parties, two or three will sit do wn at the gaming table, with the object of merely killing time. Gradually, however, they will tempt the inexperienced, by drink and excitement, and then proceed to chent and plunder them, as coolly as if they were engaged in some creditable employment. On one occasion a noted counterfeiter was discovered to be on a bost, when he was immediately put ashore, and at a point where the prejucice agaust counterfeiter was so great that they often hung them up without Judge of Juy. Life on the Mississippi is characterized by extraordinary scenes and incidents.

It is estate that on a recent occasion a clergyman was earnestly engaged in preceding to a considerable and hone of the saloon were music and dancing. Many of the boats are free in the merit and planders. It also the reci supposed he was a young lawyer, a physician, or per-haps a student or divinity. The next day he dis-covered that he was one of the most accomplished gamblers of his age in the Western country.

Plaiss.-Freedom's Clampion, Atchison, Kansas, thus notices a branch of industry or traffic from which Kansas is destined to derive important benefits:

Kantas is destined to derive important benefits:

"The largest frain, started by private enterprise, that ever crossed the Piains, is now outfitting in this city, at the warehouse of L. C. Challiss. It will be composed of 25 mule and 80 ox wagors, making 105 wagons, and requiring 200 mules, 1,000 head of cartle, 50 horses, 225 men, and will carry out 445,500 lbs. of assorted merchandise. This mammoth train is owned by Messrs. Hockaday, Burr & Co., who design establishing a chain of station stores on the line from Atchidepot and outfitting point. Messrs. Hockaday, Burr & Co. have the contract for carrying the Sait Lake mail, and their design is to locate these stores all along the mail route, to supply their trains as they pass, and also to furnish the people of the Plains with merchandise. They will thus avoid the necessity of carrying supplies with each mail train, as has heretofore been the curtom. Mr. Hockaday, the senior partner of the firm, is now in this place, personally superintending the loading of his goods. The enterprise he has undertaken is a gigantic one, but will be a great promoter of civilization and rettlement in the vast territory west of us.

Counterton -The steamship Kangaroo from this port arrived at Liverpool on the forenoon of the 12th inst., and not the 11th, as stated in Wednesday morn

ing a edition.

FIFTEEN HUNDRED DOLLARS FOR WHIPPING HI Wife.—A man in good circumstances, living on the line of Pitt township, adjoining the city, attended the Atlantic cable celebration on Thursday night, and took enough of the intexicating cup to make him forget the "Golden Rule." He went home late, and without sny cause whatever whipped his wife (the mother of any cause whatever whisped his wife (the monter of two lovely children) most unmercifully. Yesterday morning she bundled up her clothes, and was about leaving her home, to return to her parents. When the repentant husband perceived the drift of her prepara-tions, he began to make promises of better treatment in the future if she would only not leave him. She, however, presided in her determination te got and he, nowever, persisted in her determination te go; and he, as an inducement for her to stay, offered to transfer to her the house and lot they occupied, worth some \$1,-700, which she accepted. There is a debtof \$180 on the lot. Alderman Daft was engaged yesterday in making the transfer.

LOVE—PARENTAL AUTHORITY—SUICIDE.—We hear of a formantic affair between a couple of young people, terminating in the suicide of one of the parties by drowning. It would appear that for some time an attackment has existed between Robert Hughes of this city, and a young lady of St. Clair County, Ill., contrary to the wishes of the latter's parents. A few days ago it was arranged between the lovers to be married clandestinely, at a house on Myttle street, in St. Louis. The time fixed was Wednesday. On going to the rendezvous at the appointed time, young Hughes, instead of meeting the bride, found a letter stating that she had started for this city, but had been overtaken by her father, who compelled her to return and promise solemnly never to marry her affianced. Yosterday morning a hat and snutl-box were found on the bank of the river, in the lower part of the city, and in the latter a note, signed by Hughes, stating that he had destroyed himself on account of his disappointment. We give the story as we heard it.

[St. Louis Republican.

VIGILANCE COMMITTEE.-The neighborhood of the VIGILANCE COMMITTEE.—The neighborhood of the dyke on Bloody Itland has for montes past been the place of refuge for most of the thieves, rowdies, and secundrels in general, who find it convenient to keep, out of the way of the city polica. This has become such a nuisance to the citizens of East St. Louis and Illinoistown that they resolved to take stringent measures to abate it. Yesterday afternoon some very unbecoming conduct took place there between a company of vile characters from this city, one of whom was a female. A Vigilance Committee was formed ex tempore, and the offectors were caught, and a severe dose of rawhide applied, followed by a good morping with tar. The parties were then dismissed, with the assurance that if they were seen there again the dose would be repeated.

Canada—Ministerial Fraud.—The people have

CANADA-MINISTERIAL FRAUD.-The people have CANADA—MINISTERIAL Flower Ministry shall not be allowed to held their seats in deflace of the law, without a resort to the tribunals provided to try the question. Mr. Adam Wilson, Q. C., has been instructed to commence proceedings for the recovery of the penalty of £500 for every day which Mr. John A. Macdonald, Mr. Sidney Smith, and Mr. P. M. Van-koughnet have sat in Parliament since their re-appointment, and the best lawyers entertain no doubt of the success of the suit. The action will be tried before a jury this Fall, but will probably go up to the jurges before being finally decided. [Foronto Globe.

Good for a Goose.—The general opicion is that the vainest of all birds is the peacock. We think the goose is. A goose, when entering a barn through the doorway, invariably bobs her head to avoid hitting the top. Evidently every goose thinks herself at least the top. Evident fifteen feet high.

United Rectains.

United States Convention of Universalists.—
The General Convention of Universalists in the United
States will meet in the City of Providence, R. L., on
the 34 Threaday and following Wednessiay and Charsday in September pert. It provides to be an interest-

The New-York Tribune. 1858-59.

The successful laying of the trans-Atlantic Tele

graphic Cable marks a new era in the history of

Human Progress. Henceforth, Europe, Western Asia and Northern Africa lie within an hour's distance from our shores, and the battle which decides the fate of a kingdom, the capture of a Vienna or Gibraltar, the fall of a dynasty, the triumph of a usurpation, the birth of an heir to royalty, the death of a Nicholas or Wellington, in any country which touches the Mediterranean, the Euxine, the Black Sea or the German Ocean, will be published in New-York the next morning, if not on the very day of its occurrence. In a moment, as it were, we have been thrown into the immediate intellectual neighborhood of the whole civilized and a large portion of the semi-barbarous world. The rise and fall of stocks in London or Paris will henceforth be reported from day to day in the journals of our seaboard cities. The boldest operators in Wall-street will refuse to buy or sell until they have read the quotations of that day's business on the Royal Exchange and at the Bourse, whose transactions will have closed an hour or so before ours can begin. A revolution in Paris, an important vote in Parliament, an insurrection in Italy, a fire in Constantinople, will be discussed around the breakfast-tables of New-York a few hours after its occurrence. A mighty though silent transfermation in the conditions of human existence has just been effected by the little wire stretching across the ocean's bed from the coast of Ireland to that of British America, and one inevitable result of this must be an unexampled community of feeling and interest among the nations of Christendom, and a consequent desire for a more intimate acquaintance with each other's doings through the medium of the Newspaper Press. It seems bardly possible that thousands should not henceforth regularly read their own journals, who have hitherte been content with an occasional glance at those taken by their neighbors; while many who have bitherto been content with a Weekly issue will now require a Semi-Weekly or Daily. In short, Intelligence, always a vital element of growth in wisdom, success in business, or enjoyment in life, has now become indispensable to all. -THE NEW-YORK TRIBUNE, now more than seventeen years old, which was the first journal in

the world that appeared regularly on an imperial eight-page sheet at so low a price as two cents, and which has attained the unparalleled aggregate of more than 200,000 subscriptions, respectfully solicits its share of the new patronage which the Metropolitan Press is henceforth constrained, at a heavy weekly cost, to deserve. It saks especially the patronage and active favor of REPUBLICANS-of those who hate all forms of oppression, and desire that every rational being shall be free to employ his faculties in such innocent manner as he shall deem best-of those who would extend Liberty and limit Slavery -but it further appeals likewise to all who look and labor for the return of National thrift, plenty, prosperity, through the Protection of American Industry by wisely discriminating duties on Imports-all who favor National Progress through internal development and melioration rather than by external aggression and extensionall who would rather have the National resources devoted to the construction of a Railroad to the Pacific than to the purchase or conquest of trench radically our present inordinate Federal expenditures by abolishing or immensely reducing the Army and Navy, and expending the money thus saved on works of beneficence which will endure to bless our childrenall who profoundly realize that "RIGHTEOUSNESS "exalteth a nation," and that no real advantage can ever accrue to any person or community from acquisitions or successes achieved by means which contravene the laws of Eternal Right. The free allotment of limited portions of the Public Lands to Actual Settlers thereon, and every hopeful plan intended to diminish the sum of human misery from dearth of employment or inadequate recompense-every scheme especially that seeks to help the unfortunate by enabling and teaching them to help themselves-must command our earnest sym-

pathy and cooperation. Within the present year, THE TRIBUNE has p vided itself with a new and faster Press at a cost of \$30,000, merely that some of our subscribers may receive their papers a mail earlier than they otherwise might do. With correspondents at the most important points throughout the civilized world, and a staff of writers chosen from among the best in the country, we believe that even those who dislike the politics of our sheet concede to it frankness in avowing its convictions and ability in maintaining them. We appeal, then, to those who believe that an increased circulation of THE TRIBUNE would conduce to the political, intellectual and moral well-being of the Republic, to aid us in effecting such increase. As we employ no traveling solicitors of subscriptions, we ask our present patrons in every locality to speak to their neighbors and friends in our behalf; we shall gladly receive from any friend lists of those who would receive and read a specimen copy of one of our editions, and shall be particularly grateful to those who may send us such names from post offices at which we have now no subscribers. Whatever additions may thus be made to our circulation shall be paralleled by increased efforts and expenditures to make our issues more valuable and useful than they have hitherto been.

THE TRIBUNE is printed on a large imperial sheet, folded in quarto form, and mailed to sub-

scribers on the following

We employ no traveling agents. All that it is necessary for you to do in order to become a subscriber to The Transact is produced the money to re, and forward it through the Post-Office. Friends who cherish the principles we advocate, and was desire to have full and reliable intelligence from all parts of the world, will not as our agents in getting up clubs and forwarding subscriptions.

When you order THE TRIBURE be careful to give the name of the Fost-Office, County and State to which you wish the paper sent. And when you change your residence, and desire your paper changed accordingly, state the name of both Post-Offices— where you have been receiving it, and where you wish it sent in fature.

When convenient, send a draft or check, unde payable to our order, in preference to sending bills, as it will prevent the postbility of the loss of money by mail. Notes or bills, however, say he sent at our risk, when you preserve a description of the bills and take a Postmanter's receipt to show that the money has